

PART I-THE SCHEDULE**SECTION E****INSPECTION AND ACCEPTANCE****E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None by reference.

E.2 INSPECTION OF SERVICES--FIXED-PRICE (FAR 52.246-4) (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.3 PRE-USE INSPECTION OF EQUIPMENT

Each year prior to use of Mobile Shower Facilities, the Government may conduct pre-use inspections of Contractor's equipment for compliance with the contract specifications and conditions. In addition to equipment, Contractor will have available for inspection any items listed in Section C1.4.

E.4 INSPECTIONS DURING USE AND PERFORMANCE (Also see Section F)

- 4.1 At any time during use, the Contracting Officer may make or cause to be made, such inspections as deemed necessary for the purpose of determining that equipment, supplies and personnel meet current contract specifications or to determine equipment condition. Inspection may be performed by Federal and State Government representatives such as the Contracting Officers Representative (COR) or Facilities Unit Leader (FACL), personnel from Department of Labor, Occupational Safety and Health Administration (OSHA), and other personnel designated by the Contracting Officer, etc.
- 4.2 Inspection by the Government after a performance failure has occurred will be made as promptly as possible after the Contractor has given notice that the failure has been corrected.
- 4.3 When equipment and services are inspected and do not meet contract requirements, the COR or Facilities Unit Leader (FACL) shall document deficiencies and when appropriate reduce the contract prices (see Inspection of Services--Fixed Price). The Contracting Officer shall make final determinations on any remedial actions implemented or erroneous payments approved, by COR's or FACL's if appropriate and make final decisions.

**E.5 INSPECTION OF WATER VEHICLES AND/OR HAND WASHING STATIONS
(NOT SHOWN IN THE SCHEDULE OF ITEMS)**

- 5.1 Water vehicles and hand washing stations not shown in Section B of items or previously inspected and approved for use by the CO must be inspected by the Ground Support Unit Leader prior to use. Equipment of this type determined to be needed for Government use shall be ordered at the incident camp site, using a separate procurement instrument and paid in accordance with the provisions therein, not under this contract (refer to G8.8). Approval of this type of equipment shall expire when equipment is released from the incident.
- 5.2 A copy of the inspection report shall be attached to the invoice and the invoice shall be processed in accordance with the provisions of the procurement instrument.